

RAJEEV KUMAR SINHA

Advocate

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BSNL,U.P State Agro & Corporation Bank Panel advocate High Court Lucknow Bench

Office/Residence:

Sri Ram Bhawan

511/2, Rai Behari Road Old

Badshah Nager Lucknw

Bar Counsel registration No-2323/91

Mob -9415085678

Date- 29 Jun2021

To,

The Executive Engineer (Civil),

Bharat Sanchar Nigam Limited,

Lucknow – 226001.

Subject: Regarding search\inspection of property situated at Transport Nagar Scheme, Lucknow for issuance of the Certificate of non-encumbrance

Dear Sir,

You have provided me with the documents regarding the property situated at Transport Nagar Scheme, Lucknow, Plot No. Nil, Area of 4806 sq. mt. ["the property"]. The boundaries of the property extend as follows:

East- land for future development;

West- plot no. A-3;

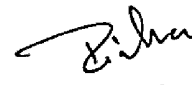
North- 18.0 meter wide road; and

South - 24.0 meter wide road.

I have inspected the record of the Sub-Registrar of Lucknow and found that exists no charge over the property. Further, I also inspected the Municipal Records regarding the 'mutation' of the property in question and it was found to be registered in the name of Bharat Sanchar Nigam Ltd.

Moreover, the property was initially leased out by the Lucknow Development Authority ["LDA"] through a registered Lease Deed which was registered with **Photo Pustak No- 1, Khand No- 1495 page 285/298 at Serial No. 7068, Register dated 19/12/1996.**

Additionally, I have searched the record at office of Sub-Registrar Lucknow for the year 1992 to 2021 and I found that the property is free from all sorts of encumbrance, liens, disputes, etc.


29/6/21

From the perusal of lease deed, it appears that the said property was acquired by the competent authority, which was subsequently given to the LDA. Accordingly, the title of said property is clear, valid and good and the LDA was the absolute owner of the entire property. This implies that there are no encumbrances, lien or charge with respect to property. Being the absolute owner of above mentioned property, LDA leased the property to Executive Engineer Telecomr, Plot No. Nil, Area of 4806 sq. mt. Transport Nagar Scheme, Lucknow.

That before execution of the lease deed, the entire sale consideration amount was taken as premium amount of Rs.43,49,500.00. Moreover, the lease rent up to 90 years was taken and as such, the lease deed is in the nature of a perpetual lease in consideration of the price of land as provided under Section 105 of the Transfer of Property Act. Thus, LDA has no right to put a condition on transferring land regarding title as the said condition is irrelevant and *void ab initio* and having no force in eye of law therefor BSNL has best title in property in question .

That I also inspected the revenue records and the property is not registered in the revenue records. This is because that the property in question is situated in an **urban area** and the revenue record is maintained only for the agriculture property. For the purposes of tax, record is maintained by the Municipal Corporation. Therefore, the revenue authority has no right to maintain the record of the urban areas.

That I also inspected the records of the Office of Land Acquisitions situated in Nagar Nigam and LDA, regarding the Transport Nagar Scheme and I found that no case or dispute was pending regarding the land in question. Therefore, no public notice is required to be given for inviting any objections in daily newspaper.

That the use of land can be changed from residential to commercial under the Urban Planning and Development Act, 1973.

After verifying and searching the documents, I found that Bharat Sanchar Nigam Ltd, has a clear and marketable title over the property in question and Bharat Sanchar Nigam Ltd can create the charge to mortgage the property by way of a deposit of title deed. Further, Bharat Sanchar Nigam Ltd has right to sell off the property, in part or as a whole. Thus, the plot can be monetized in part and full. Therefore, I am satisfied that the property is free from any encumbrances. Hence, I issue the non-encumbrance certificate.



Rajeev Kumar Sinha
Advocate

29/6/21

CERTIFICATE BY THE ADVOCATE

I have examined all the aspects of the property situated at Transport Nagar Scheme, Lucknow, Plot No. Nil, Area of 4806 sq. mt. ["the property"]. The boundaries of the property extend as follows:

East- land for future development;

West- plot no. A-3;


North- 18.0 meter wide road; and

South - 24.0 meter wide road.

The said property is registered in the name of Bharat Sanchar Nigam Ltd in the municipal records. The property was initially leased out by the Lucknow Development Authority ["LDA"] through a registered Lease Deed which was registered with Photo Pustak No- 1, Khand No- 1495 page 285/298 at Serial No. 7068, Register dated 19/12/1996.

Therefore, I issue this certificate that Bharat Sanchar Nigam Ltd. has a clear and marketable title over the property in question and Bharat Sanchar Nigam Ltd. can create charge by mortgage over the property in part and in whole. Further, Bharat Sanchar Nigam Ltd has right to sell off the property, in part or in whole. Thus, the plot can be monetized in part or full. Thereby, no restrictions exist to use the land.

Date: 29 June 2021


Rajeev Kumar Sinha
Advocate
29/6/21

कार्यालय उप निबन्धाक लखनऊ जंनपद, लखनऊ
भार मुक्त प्रमाण - पत्र

प्रार्थना-पत्र संख्या 372/81
 प्रमाण-पत्र संख्या 372/81

7068/96

श्री एन.ए.एस. ग्रुप ऑफ इन्फोर्मेसन टेक्नोलॉजीज प्रा. लि. के निम्नलिखित के भारमुक्त के सम्बन्ध में प्रमाण-पत्र
DE (EST/HRD) O/o PGMID Lucknow
 हेतु भर सम्बन्ध आवेदन-पत्र प्रस्तुत किया।

**ALL THOSE Pieces of Land जगत. 4806 Sqmt MUNICIPAL
 NO-NIL AND TRANSPORT NAGAR Scheme Lucknow
 Check. on No. 10/11/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100
 NO Wide ROAD. CMIC East. Land for future development
 CMIC West Part No A-3/**

ऐसा आवेदन-पत्र में दिया है।

में एतद् द्वारा प्रमाणित करता हूँ कि (उक्त सम्पत्ति से सम्बन्धित) बड़ी संख्या में एवं उनसे सम्बन्धित इन्टरनेट पर वर्ष 2007 से 2018-21 तक भुलासा किया गया था, उक्त सम्पत्ति पर निम्नलिखित भार प्राये गये :-

ग्राम सं०	सम्पत्ति का विवरण	निष्पादन तिथि	कितनी भी लेखपत्र का व सम्पत्ति का मूल्यांकन	निष्पादन की तिथि.	दत्तेश्वरी का नाम	लेखपत्र सं० / लेखपत्र सं०
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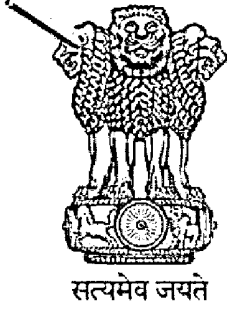
उपरोक्त सम्पत्तियों के भारमुक्त प्रमाण-पत्र जारी किए जा रहे हैं।

- नोट- 1. प्रमाण-पत्र में धारित भार की तलारा प्रार्थी प्रस्तुत सम्पत्तियों के विवरण के सम्बन्ध में कि गयी है, निम्नलिखित संख्याओं में यदि सम्पत्तियों प्रार्थी द्वारा दर्शित दूरी से भिन्न दिखाई है तो ऐसे मामले द्वारा प्रमाण-पत्र में सम्मिलित नहीं किये गये हैं।
2. सम्बन्धित अधिकारी द्वारा दौचित तलारा में तथा सावधानी बरती गयी है, फिर भी कितनी त्रुटि की दरा में उत्तरदायी नहीं होगा।
3. प्रमाण-पत्र में लेखपत्र जो कार्यालय में प्रस्तुत नहीं हुए किन्तु उनका अध्यावधिक निबन्धन हुआ है, सम्मिलित नहीं किये गये हैं।
4. यह भारमुक्त प्रमाण-पत्र कितनी प्रकार के स्वागित का प्रमाण नहीं है।

तलारा करने वाले व प्रमाण-पत्र तैयार करने वाले लिपिक के हस्ताक्षर

तलारा का सत्यापित एवं प्रमाण पत्र का परीक्षण करने वाले के हस्ताक्षर

उप निबन्धाक (प्रथम)
 लखनऊ
 निबन्धन अधिकारी के हस्ताक्षर **P**
 29/6/2021

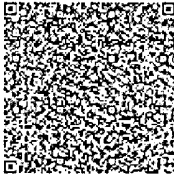


INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP91974917747042T
Certificate Issued Date : 24-Jun-2021 12:40 PM
Account Reference : NEWIMPACC (SV)/ up14240104/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference : SUBIN-UPUP1424010471887761482841T
Purchased by : RAJEEV KUMAR SINHA ADV
Description of Document : Article 19 Certificate or other Document
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : RAJEEV KUMAR SINHA ADV
Second Party : Not Applicable
Stamp Duty Paid By : RAJEEV KUMAR SINHA ADV
Stamp Duty Amount(Rs.) : 10
(Ten only)

This sheet of stamp worths Rs. 10/- has
been issued for issue of a copy No. 250117
of document No. on an application of
Rajeev Kumar Sinha
23/06/21



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stamptpp.com or using e-Linking Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on the Certificate will be available on the website / Mobile App and on the day of issue.
2. The basis of checking the authenticity is on the name of the certificate.
3. In case of any discrepancy please inform the concerned authority.

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LEASE DEED

This indenture of lease made at Lucknow this 19-11 day of Dec. 1995 between the Lucknow Development Authority, a corporation constituted under U.P. Urban Planning and Development Act, 1973 having its Head Office at 6, Jagdish Chandra Bose Marg, Lucknow 226001, through its Prachari Adhikari (Sampatti) Shri K.B. Saxena (hereinafter called 'The Lessor' which expression shall, unless repugnant to the context or meaning include its successors and assigns) of the ONE PART and the Department of Telecommunication Govt. of India. Through its officer in-charge Sri D.S. Deshwal, Executive Engineer, Telecom Civil Division, Lucknow (hereinafter called 'The Lessee' which expression shall include unless repugnant to the context or meaning include its successors and assigns) of the other part.

WHEREAS the Lessor is sufficiently entitled to or absolutely possessed of all that piece and parcel of land situated in Transport Nagar Scheme Lucknow which said piece and parcel of land is more particularly described in the schedule hereunder written and demarcated in red coloured boundary line in the plan thereof annexed hereto and hereinafter referred to as the demised land.

AND WHEREAS the Lessee had applied to the Lessor for allotment of the demised land on Lease basis to which the Lessor had agreed, to give on Lease the said land to the Lessee for a period of 20 years from the 10-3-1995 on the terms and conditions as mentioned hereunder :-

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. That, in consideration of the total premium of Rs. 43,49,500.00 (Rupees forty three lacs forty nine thousand five hundred only) and in further consideration of Rs. 4,34,950.00 (Rupees four Lacs thirty four thousand nine hundred fifty only) at the rate of 10% (Ten percent) per annum being the advance lease rent compounded for the period of ~~20 years~~ 10 years (the payment and receipt whereof the Lessor ~~has~~ both hereby admit and acknowledge and of and from

प्रभारी/रिहाल कर्ता
श. अ.नि. निरन्तर प्रबन्ध
लुधियाना

Shri D.S. Deshwal
Executive Engineer
Telecom Civil Division
Lucknow

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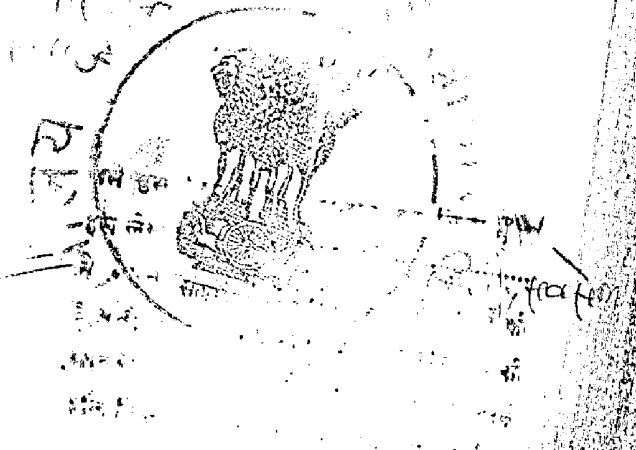
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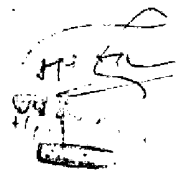
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19.12.06

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वसुधा कर्मदायल
अंशुदे विद्यावाचस्पति

the same and every part thereof both (forever acquit, release and discharge the Lessee) and in consideration of the agreements and covenants on the part of the Lessee to be observed performed and discharged and contained herein, the Lessor hereby demise unto the Lessee ALL THAT part of land bearing Municipal No. NIL and admeasuring 48.06 sq.mt. situated Lucknow Development Authority, Transport Nagar Scheme, Lucknow and hereinafter referred to as 'Demised Land' detailed description whereof is given in schedule herein and shown by Red line in the plan attached hereto, together with all rights, easements and appurtenances whatsoever to the said plot of land belonging to or in anywise appurtenant to and to HOLD the Demised land unto the Lessee for a Period of 90 (Ninety) years commencing from 1st - 3 - 75

ii. That the quantum of lease rent for the said land for the entire period of 90 years is Rs. 4,34,950/- (Rupees Four Lacs thirty four thousand nine hundred fifty only) and the Lessee has paid the said amount in advance to the Lessor at the time of these presents, and no lease rent will be payable by the Lessee to the Lessor hereafter for the entire period of lease viz. ninety years. However, the Lessee both hereby covenant with the Lessor that he shall during the term hereby granted pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said premises hereby demised or upon the building or structure to be erected thereon, or upon the landlord or tenant in respect thereof.

iii. The demised land will be used for the purpose of Telecom Civil Store to be constructed by the Lessee in accordance with the plan to be approved by the Lucknow Development Authority/Local Authorities and the construction of the office building shall be undertaken as per the building bye-laws in Force for the time being and also as per conditions regulating the construction of building on land of LDA.

वहन किया
 वतना कि... iv. THAT the demised land will be used by the Lessee or any other institution or body controlled by the Lessee or in which the Lessee is interested for its purposes.

Secretary
 Lucknow Development Authority
 Lucknow

Secretary
 Telecom Department
 Lucknow

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The Lessee shall complete construction of building/other buildings on the demised land for use by the Lessee and its officers and employees in good substantial and workman like manner and to the satisfaction of V.C. of Lessor or his delegate in accordance with the plans and elevations to be approved by the Vice-Chairman of the Lessor or his delegate as per the building bye-laws for the time being in force in Lucknow and also as per conditions regulating the construction of building on demised land within 5 years from the date of execution of this DEED provided that the _____ building may be designed as per requirements of the Lessee and got approved by the Vice-Chairman of the Lessor or his delegate.

vi. The Lessee will not make any sub-division of the demised land or transfer or assign it in part or in whole before the expiry of 5 years from the date of registration of this deed without previous consent in writing of the Lessor.

Provided, however, that if the Lessee is desirous of Assigning or transferring its lease hold rights in the demised land before expiry of the period of 5 years from the date of registration of this deed and if the demised land is free from any encumbrances whatsoever, the Lessee may make written offer to the Lessor for surrendering the tenancy hereby created whereupon the Lessor shall be bound to accept the surrender and refund before the sub-registrar at the registration of the deed of surrender, the amount of premium which has been paid by the Lessee to the Lessor under the rules before execution of this deed provided, however, that if the Lessee has already constructed and building or structures and all that are free from any encumbrances whatsoever the Lessee shall have to make the said offer to the Lessor for surrender of lease hold rights in the demised land as well as absolute transfer of the building and structures standing thereon and pay unto the Lessee at the time of the cost of construction of the buildings.

पठन किया
बुलना कि
LOKANOVA

रिकार्ड ऑफिस
जय. निवचन भवन

Contd...
Telcom. Civil Engg
Bhopal 462 001, Bhopal
J.L. ...

v. The Lessee shall complete construction of building/other buildings on the demised land for use by the Lessee and its officers and employees in good substantial and workman like manner and to the satisfaction of V.C. of Lessor or his delegate in accordance with the plans and elevations to be approved by the Vice-Chairman of the Lessor or his delegate as per the building bye-laws for the time being in force in Lucknow and also as per conditions regulating the construction of building on demised land within 5 years from the date of execution of this DEED provided that the _____ building may be designed as per requirements of the Lessee and got approved by the Vice-Chairman of the Lessor or his delegate.

vi. The Lessee will not make any sub-division of the demised land or transfer or assign it in part or in whole before the expiry of 5 years from the date of registration of this deed without previous consent in writing of the Lessor.

Provided, however, that if the Lessee is desirous of Assigning or transferring its lease hold rights in the demised land before expiry of the period of 5 years from the date of registration of this deed and if the demised land is free from any encumbrances whatsoever, the Lessee may make written offer to the Lessor for surrendering the tenancy hereby created whereupon the Lessor shall be bound to accept the surrender and refund before the sub-registrar at the registration of the deed of surrender, the amount of premium which has been paid by the Lessee to the Lessor under the rules before execution of this deed provide however, that if the Lessee has already constructed and building or structures and all that are free from any encumbrances whatsoever the Lessee shall have to make the said offer to the Lessor for surrender of lease hold rights in the demised land as well as absolute transfer of the building and structures standing thereon and pay unto the Lessee at the time of the cost of construction of the buildings.

कम देता
करता है

... (Company) ...
... (Authority) ...
... (Name) ...
... (Address) ...

Contd...
Telephone, Civil ...
Bhopal House, ...
...

structures standing on the land as estimated (with deduction of depreciation) by the Adhishasi Abhiyanta of the Lessor.

vii. The Lessee shall not transfer or assign its rights in the demised land to a third person without the previous consent of the Lessor.

viii. The Lessee shall peacefully surrender and yield up the demised land with the building or structures thereon in such good and substantial repairs as aforesaid on the expiration or sooner determination of the Lease, hereunder granted and the Lessor may in case of such expiry or sooner determination of the Lease either take the buildings upon a valuation at the then prevailing market rate or the Lessee will have the right to remove them.

ix. The Lessee shall, in case of assignment or succession or transfer of the demised land and/or the buildings or structures standing thereon, shall within one calendar month from the date of such assignment, succession or transfer, give a notice to the Lessor setting forth the names and description of the parties to every such assignment, succession or transfer and the particulars and effects thereof and shall forward to the Lessor a documents effecting to or evidencing such assignment etc., alongwith the notice referred to above.

x. It shall be lawful for the Lessor or his agents during the said term at all reasonable times of the day to enter into or upon the demised land and the buildings or structures to be erected thereon as aforesaid and with prior notice of atleast 7 days to the Lessee and in the presence of the Lessee's representatives to inspect and view the condition

resham Adhikari (Sangam)
Manager Development Authority
Bhopal, M.P.
2011/11/13/101

Executive Engineer
Telecom. Civil Division
Bhopal House, Bhopal
LU/KN/01/101

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thereof and if any defect or want of repair shall on any such inspection be found and discovered to give to the Lessee or lease upon the demised land notice in writing to make good and restore the same and the Lessee shall within three calendar months next after such notice sufficiently make good and restore the same.

xi. The Lessor guarantees that at the time of execution of these presents the demised land is free from all encumbrances and if at any time during the period of 90 years whatever losses or liabilities are incurred by the Lessee due to any defect in the title of the Lessor the Lessor shall indemnify the Lessee for the same, and that the Lessee may quietly enter and enjoy the same without any interruption by the Lessor or any person rightfully claiming under him for a period of 90 years.

xii. The Lessor will continue to contest the suit/writ petition pending in the Courts and will help the Lessee by producing the documents/ witnesses in the Courts and render any help required by the Lessee.

xiii. Any notice or consent to be given by Lessor to the Lessee in this present or in connection with the demised land shall be deemed as duly given by the Lessor through the post by Registered letter addressed to the Lessee or any other address as may be communicated by the Lessee to the Lessor and any notice given by the Lessee through the post by Registered letter addressed to the Secretary, Lucknow Development Authority, 5, J.C. Bose Marg, Lucknow or any other address as may be communicated by the Lessor to the Lessee from time to time. Any communication sent by post in either case shall be deemed to have been delivered in the usual course of post.

पुस्तक क्रमांक
पुस्तक क्रमांक
Development Authority
Lucknow

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xiv. If there shall be any breach or non-observance whatsoever by the Lessee of any of the covenants hereinbefore contained in its part to be observed and performed then and in any such cases it shall be lawful for the Lessor to enter into and upon the demised land and the building or structures, so as to be erected as and thereupon the same shall remain to the use of and be vested in the Lessor. However, the said action will be taken only after giving 15 days clear notice to the Lessee and if the Lessee do not comply with or observe the said covenant.

xv. The Lessor has on the 10th day of March-1995 handed over vacant possession of the demised land unto the Lessee which the Lessee hereby acknowledges.

xvi. It is hereby agreed that all cost and expenses incidental to the execution and registration of deed shall be payable by the Lessee.

xvii. All disputes and differences of any kind whatsoever arising out of or in connection with this Lease Deed shall be referred for arbitration to Chairman Lucknow Development Authority whose decision shall be final and binding on both the parties.

xviii.(a) The L.D.A. will provide external development which will include approach road, S.W.Drain, external sewer and source of electricity only. The Lucknow Development Authority will not provide water supply.

(b) The possession of land will be given on the basis of 'As is where is'.

पञ्ज किया
दस्तावेज

लखनऊ विकास प्राधिकरण
लखनऊ

Contd....77
Lucknow Development Authority
Lucknow

(c) The terms and conditions of allotments of Property as amended by Lucknow Development Authority/State Government from time to time, shall also be applicable.

SCHEDULE

(Property under Lease)

All those pieces or parcels of land admeasuring 4806 sq.mt. or thereabouts bearing Municipal No. NIL on Lucknow Development Authority, Transport Nagar Scheme, Lucknow in the Registration District and Sub-District of Lucknow and delineated on the plan hereto annexed and thereon shown surrounded in red coloured boundary line, and bounded in the manner as follows:

- On the North - 18 Metre Wide Road
- On the South - 24 Metre Wide Road
- On the East - Land for future Development
- On the West - Plot No A-3

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THEIR PRESENCE AND A DUPLICATE THEREOF TO BE SIGNED ON THEIR RESPECTIVE BEHALF BY THEIR DULY AUTHORISED OFFICIALS, AT THE PLACE AND ON THE DATE FIRST HEREINBEFORE WRITTEN.

WITNESSES :

1. Signature *[Signature]*
 Name D. K. Dixit
 Age Advocate
 Residence Civil Court
 Date 19-12-96

For and behalf of
 the Lessor
 Lucknow Development Authority
 Lessor-Lucknow Development Authority.
 (Sri K.B. Saxena)
 Designation:

2. Signature *[Signature]*
 Name A. K. Srivastava
 Age 42 years
 Designation A.E.
 Residence E/11/429/3
 Date 19-12-96

For and behalf of
 the Lessee.
 Lessee-Deptt. of Telecommunication
 Govt. of India.
 (D.S. Deshwal)
 Designation: Executive Engineer
 Telecom Civil Div.
 Lucknow.
 Date: 19-12-96 LUCKNOW.

महानिरीक्षक
 दूरसंचार विभाग
 लखनऊ